COMPLAINT AGAINST DEFENDANT MS. AMY BLALOCK

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declaration and, if called as a witness, could and would testify competently thereto.

- 2. This Responsive Declaration is in response to Plaintiff Dr. Murrey's Declaration in Support of his Adversary Complaint against Defendant Ms. Amy Blalock.
- 3. *Object. Irrelevant to me, the defendant, and this adversary case.* I have no knowledge of strangers acting erratic or snickering at the Plaintiff in everyday places, including but not limited to grocery stores, and I was not involved in this purported behavior.
- 4. *Object. Irrelevant to me, the defendant, and this adversary case.* I have no knowledge of Plaintiff receiving anonymous communications about postings of him on the internet, and I was not involved in this.
- 5. *Exhibit 1* of the Plaintiff's declaration only shows the Facegroup groups that exist. While I used to be a member of the 'Are We Dating the Same Guy? Los Angeles Group', a group that exists to protect women, *I only ever expressed my opinions, interactions, or fears within the group and only ever represented myself, not an anonymous person.*
- 6. *Object. Irrelevant to me, the defendant, and this adversary case.* I, the defendant, was never involved in anonymous communications with any of the Plaintiff's login credentials.
- 7. *Object. Irrelevant to me, the defendant, and this adversary case.* Exhibit 2 has nothing to do with me or this case.
- 8. *Object. Irrelevant to me, the defendant, and this adversary case.* I, the defendant, never sought out to harass nor harm the Plaintiff with my comments in the 'AWDTSG?' Facebook Group. I only provided insight to my personal experience, personal opinions and personal fears about the Plaintiff.
- 9. *Object.* I commented "I'm afraid if there's any missing women in LA he has something to do with it" Not as a fact, but as stated, "I'm afraid..." as a fear. The Plaintiff is alleging in his declaration by the statement I made that I am 'aggressively' portraying him as a 'serial killer'

Furthering my fears.

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10. *Object. I, the defendant, never said that the Plaintiff sought to murder women.* Plaintiff claims that by my comment "never go to the second location!" was me stating that he seeks to murder women. Again, I find that thought process and statement alarming and disturbing.

which I find to be a disturbing and frightful thought process and statement about me.

- 11. *Object.* My statement about him ending up on Dateline is my opinion, not a fact. It is well known that Dateline also portrays stories other than just serial killers.
- 12. *Object* I never conspired with anyone to *profit* from a documentary, from my understanding you do not get paid to interview for documentaries as it compromises the authenticity and impartiality of the truth of the story. I have only ever spoken to my opinions and/or describe my personal experiences with the Plaintiff.
- 13. *Object.* My statement about sharing our stories on a documentary like The Tinder Swindler was not likening the Plaintiff to the Tinder Swindler subject Simon Leviev, rather stating the other women involved and myself could do interviews providing *our experience* with the Plaintiff, on a documentary about a person that I feel, in my opinion, has largely disrupted and harmed many women's lives. This case being harmful and disruptive to my own life as a reference.
- 14. *Object.* In this adversary case, the Plaintiff is claiming my statements online are what are harmful to him, my statement online was merely an account of my personal experience, albeit not truthful in the way the Plaintiff described herein his declaration point #14.
- 15. *Object.* In this adversary case, the Plaintiff is claiming my statements online are what are harmful to him, this statement online was merely an account of my personal experience.
- 16. *Exhibit 3* from Plaintiff's declaration only shows my personal experience, opinions and fears of the Plaintiff.

the Plaintiff.

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18. *Object*. I, the defendant, never published any statements about Elly Shariat, nor did I speak to any news outlets, nor did I ever profit from anything I've commented on about the Plaintiff.

17. *Object.* The statements I made in Exhibit 3 of the Plaintiff's declaration are first-hand accounts

of the personal experience that I had with the Plaintiff, or my fears and opinions surrounding

- 19. *Object, Irrelevant to me, the defendant, and this adversary case. Exhibit 4* of the Plaintiff's declaration shows a GoFundMe that was set up by a person on behalf of some of the women the Plaintiff has sued. This GoFundMe was started to help us raise funds for legal defense *after* the Plaintiff sued us. We undersigned for legal defense funding, not in support of anyone else's experiences with the Plaintiff which were exhibited on the GoFundMe site as reference to Plaintiff's interactions with other defendants. All photos of women in the Exhibit show other women, other women's experiences and not myself as I never spoke to the media about the Plaintiff and never came to any press conferences. The Plaintiff includes references to things I've never seen before, like I didn't even know I received Facebook Points, or how they are even used, further he includes irrelevant material in his Exhibit 4; Meta Viewpoints which is a separate app you have to obtain that I never had, and MetaCoin which appears to be some type of bitcoin that I also never had. Also an odd article about bitcoin conspiracy that has nothing to do with me or this case.
- 20. *Object.* Everything I've said online is my personal experience, opinions or fears of the Plaintiff.
- 21. *Object*. My responses to the Plaintiff's Requests for Admissions no 13, 15 and 17 are my personal experience, opinions and fears of the Plaintiff.
- 22. *Exhibit 5* of the Plaintiff's declaration has already been seen by this court and attest to my personal experiences, opinions and fears of the Plaintiff.

23. Object, Irrelevant to me, the defendant, and this adversary case. I, the defendant, have

nothing to do with the statements the Plaintiff provided in his declaration point #23.

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- 24. *Object*, *Irrelevant to me*, *the defendant*, *and this adversary case*. Exhibit 6 from the Plaintiff's declaration shows statements by many *other* people to the 'AWDTSG" Facebook Group, a
- 25. *Object, Irrelevant to me, the defendant, and this adversary case.* I, the defendant, have no knowledge of the Plaintiff's statement #25 in his declaration, as it has nothing to do with me.

group I used to belong to but shows no ties to how I allegedly personally harmed him.

- 26. *Object*, *Irrelevant to me*, *the defendant*, *and this adversary case*. The plaintiff has never provided proof of his reports to the LAPD or FBI, nor what the LAPD or FBI followed up with their response.
- 27. *Object.* The Plaintiff claims I filed bankruptcy to evade going through the state case. This is wholly false. I signed a retention agreement and put a deposit down with my bankruptcy attorney on November 15, 2023 (I initiated the bankruptcy because of my inability to work due to substantial health reasons, leaving me unable to pay my surmounting debts). The plaintiff did not serve me until over a month later, on December 17, 2023. While I could not financially afford paying my attorney fees until April 2024, I did have an agreement and texts with my attorney prior to the Plaintiff serving me in December 2023 as well as texts with her still showing my inability to finalize payment with her until 2024. See Exhibit A showing my agreement with my lawyer, texts with her and the filing date of when the Plaintiff served me in the state case.
- 28. *Object*. My statements on *one* post and subsequent thread in the 'AWDTSG Group' were of personal experience, opinion and fears of Plaintiff. I was not involved in the allegedly decades long elaborate cyber-attack against Plaintiff.
- 29. Object. Exhibit 7 Object. Irrelevant to me, the defendant, and this adversary case.

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- 30. Object, Irrelevant to me, the defendant, and this adversary case. I have no knowledge of the off-line harassment the Plaintiff, or his loved ones, have received and was not involved in this. Nor has the Plaintiff provided such proof of this.
- 31. Object. Exhibit 8 is Irrelevant to me, the defendant, and this adversary case.
- 32. **Object.** I, the defendant, have never profited off any statement I've made about the Plaintiff, nor have I sought to profit off the Plaintiff. My only involvement was a GoFundMe someone else started to raise legal funds for the women the Plaintiff was suing, after the Plaintiff sued us for defamation.
- 33. Object. Exhibit 9 of the Plaintiff's declaration shows my statement "We could all share our stories on the documentary like The Tinder Swindler." My comment to provide testimony about my personal experience on a documentary has nothing to do with me monetizing from my experience. People who provide testimony of their experience on a documentary do not gain profit through the documentary as it compromises the integrity of the producer's story.
- 34. Object. The Plaintiff's statement in #34 of his declaration are irrelevant to me, the defendant, and this adversary case.
- 35. Object. Exhibit 10 shows nothing to do with me or my statements. Irrelevant to me, the defendant, and this adversary case.
- 36. Object. Contradictory and irrelevant to me, the defendant, and this case. The Plaintiff claims on one hand that he's unable to work, severely harmed and has received a poor reputation. Then, contradicts himself in this statement saying he has successfully published books and received praise from world-renowned scholars.
- 37. *Object.* The Plaintiff has not provided evidence to show that my comments were intentionally malicious, nor harmful to his life or ability to earn a living.
- 38. Exhibit 11 from the Plaintiff's declaration, shows the Plaintiff is often posting articles on his

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website where he is able to monetize off of them. This does not show a person who is severely damaged or lost an ability to earn a living. If the Plaintiff can publish books and is currently often writing articles (as he stated in his declaration point #38 and shows in his Exhibit 11), I find the Plaintiff is not severely damaged or unable to secure a living.

In summary, I, Amy Blalock; the defendant, have not intentionally harmed the Plaintiff, I have not monetized from my comments about the Plaintiff, I have not been in any conspiracy to harm the Plaintiff nor has the Plaintiff been able to provide evidence of such. The Plaintiff has also not provided any evidence that my comments have severely harmed his life or his ability to earn a living. In my personal opinion and research, the Plaintiff abuses the legal system to bully, harass and extort money from his victims through long legal battles that are unsubstantial. This adversary case against me, being one of them. I have recently discovered that he has now filed a new state lawsuit against me in the State of California, case # 25STCV02792 for 1. Strict Product Libility; 2. Negligence; 3. Violation of Bus. and Prof; 4. Violation of the California Consumer Legal Remedies Act; 5. Defamation - libel; 6. Defamation - libel per se; 7. Defamation - per quod; 8. False light; 9. Intentional Infliction of Emotional Distress; 10. Misappropriation of Name and Likeness; 11. Civil Harrassment; 12. Unjust Enrichment; 13. Sex-Based Discrimination in Violation of the Unruh Civil Rights Act; 14. Gender Violation; 15. Cyber-bullying; 16. Conspiracy to Weaponize and profit from Defective Products to Harm Plaintiff's Reputation, Right to Free Speech, Sexual Identity and to Distress and Cyberbull Plaintiff (See Exhibit 2 showing the new complaint in the State of California). This new complaint further shows how diabolical the Plaintiff is in wasting the court resources. I find this to be a grossful waste of our judicial system and I know the Honoroable Judge Barry Russell will see that the Plaintiff's action to continue to sue me, again, in the State Court represents how the Plaintiff is being malicious towards me in another baseless lawsuit. From my understanding, if he doesn't prevail in this

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1	case, this would be double jeopardy. Since the plaintiff is going after me for defamation, false light				
2	and libel again.				
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4	The Plaintiff's action to sue me again in state court, further supports my opinions and fears of the				
5	Plaintiff that I commented online from personal experience. I request the court dismiss this case with prejudice, in its entirety, due to the inability of the Plaintiff to provide evidence of malicious intent or				
6	harm done to the Plaintiff by my online comments.				
7	I declare under penalty of perjury under the laws of the State of California that the foregoing is true				
8	and correct.				
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10	Executed on February 16, 2025, in Los Angeles, CA				
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12	AMY BLALOCK, DEFENDANT IN PRO SE				
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## EXHIBIT 1



To: Amy Blalock From: Karine Karadjian Date: 11/20/2023

Re: Professional Representation in the preparation and filing of a Chapter 7 case

#### **SCOPE OF REPRESENTATION:**

You have asked us to represent you for the purpose of filing a chapter 7 bankruptcy petition. This retention agreement covers our usual, ordinary, and necessary services in a bankruptcy case such as yours, including an appearance at the first scheduled 341(a) Meeting.

This retention agreement does not cover extraordinary matters such as litigation to determine dischargeability of any debt, objections to discharge, objections to claimed exemptions, representation in adversary proceedings, motions or other hearings of any type, including, but not limited to those to avoid liens on exempt property, actions undertaken by the Trustee with regard to your claimed exemptions or nonexempt assets, or examinations pursuant to Bankruptcy Rule 2004. Further, this retainer does not include repairing your credit. Any change in the scope of representation covered by this retention agreement shall be in writing and signed by both parties.

#### **YOUR DUTIES:**

If you are the plaintiff in a lawsuit or have the right to sue someone, such cause of action becomes property of your bankruptcy estate. As such, the trustee in your case may have the right to take over your cause of action for the benefit of your creditors. Also, if you are entitled to an inheritance, or receive an unexpected windfall within 180 days after your case is filed, you have an obligation to inform the Court. Such inheritance and/or windfall is considered property of your bankruptcy estate.

As we have discussed, it is your responsibility to provide us with a list of all of your creditors, complete with names, addresses, account numbers, and balances. Any collection agency or attorney for any creditor must also be listed with their complete address. We do not run title searches, do due diligence, or attempt to verify or validate any information you provide us, and therefore we rely on you to inform us if there are any judgments or other liens filed against real property in which you have an interest.

The schedules and mailing list must include every person to whom you owe money even if you intend to pay them after you file bankruptcy. The creditors list should also include every person you believe might later contend you owe them money, even though the obligation may be contingent, unliquidated, or disputed. If we need to prepare an amendment to your petition to add additional creditors not listed at the time of the filing, there is a fee of \$150 per amendment (unlimited number of creditors).

#### **REAFFIRMATION AGREEMENTS:**

Certain creditors (e.g., department stores) may have a security interest in items that you purchased from them. You can make arrangements to settle/reaffirm the account or, alternatively, to surrender the merchandise.

#### NON-DISCHARGEABLE OBLIGATIONS:

Certain kinds of obligations are not dischargeable. These obligations include certain kinds of taxes, student loans, obligations for spousal or child support, and obligations arising out of the operation of an automobile while intoxicated. Your liability for such obligations remains unchanged by the filing of a bankruptcy proceeding. If you owe past-due child support, the bankruptcy trustee may sell otherwise exempt assets in order to pay such support obligations.

Certain other kinds of obligations are not dischargeable through a bankruptcy if the creditor obtains a court determination in that regard. These obligations include, among others, obligations incurred by fraud, intentional misrepresentation, the presentation of a false financial statement, obligations incurred as a result of willful injury to another, and certain obligations incurred in connection with a divorce or separation. In order for a creditor to obtain a determination that an obligation is not dischargeable on these grounds, it is necessary for the creditor to file a complaint in the Bankruptcy Court and obtain a determination that the debt is not dischargeable. Such a complaint must generally be filed within sixty days after the first date set for your 341(a) meeting or other period fixed by the Court.

#### **TAX IMPLICATIONS:**

We have fully discussed your bankruptcy and non-bankruptcy options. We have also discussed the various chapters of bankruptcy, and you have concluded that you wish to file a Chapter 7 case. You also understand that this firm does not specialize in tax issues. If you transferred, transfer, or intend to transfer, real property prior to, during, or after your bankruptcy via sale, short sale, foreclosure, or otherwise, such transfer might give rise to a tax liability. Our office makes no representations as to the tax implications of such a transfer, or about the dischargeability of taxes, and advises you to seek advice from a tax specialist.

#### **COURSES:**

We have also discussed that the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (the "BAPCPA") became effective October 17, 2005. Please refer to the memorandum provided to you with this retainer agreement to determine your responsibilities under BAPCPA. In addition to the document requirements laid out in the memorandum, you will need to complete a pre-bankruptcy counseling course and obtain a certificate evidencing such completion prior to the filing of your case. You will also need to complete a predischarge debtor education course and obtain a certificate of completion after we file your chapter 7 case but prior to receiving your discharge.

#### **341(a) MEETING OF CREDITORS:**

If you fail to appear at the 341(a) Meeting, your case will likely be dismissed with a 180-day bar against refiling another bankruptcy case. If you cannot attend the 341(a) Meeting, please notify us immediately. Some trustees may allow you to reschedule the 341(a) Meeting if you have a compelling excuse and you provide sufficient prior notice. If you miss your hearing, and we are required to attend a rescheduled hearing, there will be an additional fee of \$150.

#### ATTORNEYS' FEES & FEE DISPUTES/FLAT FREE AGREEMENT:

For our representation, you have agreed to pay a fully-earned, non-refundable flat fee of \$\(\frac{1,738.00}{1,738.00}\) (the "Retention Payment"), which includes an initial court filing fee of \$338. You represent and affirm that the Retention Payment is not the proceeds of any illegal activity. You have tendered to me \$\(\frac{100.00}{100.00}\). It is understood that we will begin the preparation of your petition immediately but we will not actually file your case until we have been paid in full. If payments made by you are untimely, this firm may discontinue all services subject to any needed court approval. There is a \$30 fee for any returned checks.

The flat fee you are paying will be placed in the firm's regular operating checking account. You have the right to require the firm to place the flat fee funds in the firm's client trust account until it is earned. Initials

The flat fee will be earned in full when the firm completes the preparation of the bankruptcy scheduled and petition and files the bankruptcy case. At that point, the fees are earned in full. If this Agreement is terminated before the firm completes the services, the client will receive a refund for the services not yet completed.

As we discussed, although I typically appear at many of my hearings, there are circumstances under which I cannot attend my hearings. In those circumstances, you will be represented by another attorney that works with or for the firm. Such appearance will result in no extra fee to you.

In the unlikely event of any fee dispute between us, such matter shall be referred to a local bar association such as the Los Angeles County Bar Association. Although our work on your behalf may take us to different courts, this agreement is entered into and shall primarily be performed in Los Angeles, California. Your failure to keep us apprised of your current address at all times will relieve us of any responsibility caused by such failure, and, at our option, give us the right to withdraw. This firm may keep an electronic copy of your file and dispose of all original documents after your case is discharged or dismissed.

Please be advised that we may receive a referral fee in the event you are referred to another attorney or law firm for additional services. The payment of such a referral fee would not result in any additional fees or charges to you.

#### PROFESSIONAL LIABILITY INSURANCE:

Pursuant to Rule 3-410(A) of the California Rules of Professional Conduct, this is to inform you that this firm will not be maintaining professional liability insurance applicable to the services to be rendered.

KARINE KARADJIAN, P.C.		
Karine Karadjian		
UNDERSTOOD AND AGREED:		
Amy Blalock	()()	11 / 20 / 2023
Name	Signature & Date	



Audit trail

Title File name Document ID Audit trail date for Status		Amy Blalock Ch7 retention agreement Amy Blalock Ch7 retention agreement.docx 261cb4f94725d4bb15cca0f5442e1b81f51a2c0d MM / DD / YYYY  Signed		
Document I	11 / 20 / 2023 18:53:50 UTC	Sent for signature to Amy Blalock (amyblalock@gmail.com) and Karine Karadjian (karine@kelawfirm.com) from karine@kelawfirm.com  IP: 172.114.172.244		
VIEWED	<b>11 / 20 / 2023</b> 23:26:43 UTC	Viewed by Amy Blalock (amyblalock@gmail.com) IP: 23.241.108.1		
SIGNED	<b>11 / 20 / 2023</b> 23:27:54 UTC	Signed by Amy Blalock (amyblalock@gmail.com) IP: 23.241.108.1		
VIEWED	<b>11 / 21 / 2023</b> 08:46:06 UTC	Viewed by Karine Karadjian (karine@kelawfirm.com) IP: 172.114.172.244		
SIGNED	<b>11 / 21 / 2023</b> 08:46:25 UTC	Signed by Karine Karadjian (karine@kelawfirm.com) IP: 172.114.172.244		
COMPLETED	<b>11 / 21 / 2023</b> 08:46:25 UTC	The document has been completed.		







iMessage Nov 14, 2023 at 4:05 PM

Hi Karine! I saw your name listed on the Ladies of LA group on FB as someone who might be able to help with a potential bankruptcy. I have a lot of questions and would love to discuss with you if you have time.

Thanks! Amy

Nov 14, 2023 at 7:39 PM

Hi Amy! Happy to answer your questions. I have a bit of time now if you're free, otherwise tomorrow around 12:30 or after 6:30.

> Thank you for getting back to me! Let's do 12:30 tomorrow.



Sounds good, please give me a call then. Have a good night!

Ok will do! Thank you!

Nov 15, 2023 at 12:33 PM

Hi Amy, are we still on for the call?



Great speaking with you Amy. I'll keep an 



iMessage









Karine >



Got your zelle thank you My deposit for retention for the bankruptcy case

> And if creditors start calling me, I just send them to your office, correct?

Correct, tell them you have a bankruptcy attorney and give them my info My deposit for retention for the bankruptcy case

Ok thank you!

Nov 16, 2023 at 5:00 PM

Hi Amy, what's a good email address for me to send the retention agreement to?

amyblalock@gmail.com



Thanks! I'll send it out tonight or tomorrow.

> Should I send you all of outstanding debt payments as well, along with my income since May?

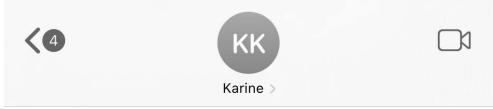
That would be great

Feb 15, 2024 at 6:15 PM



iMessage





Nov 16, 2023 at 5:00 PM

Hi Amy, what's a good email address for me to send the retention agreement to?

amyblalock@gmail.com



Thanks! I'll send it out tonight or tomorrow.

Should I send you all of outstanding debt payments as well, along with my income since May?

That would be great

Feb 15, 2024 at 6:15 PM

Hi Amy it's Karine. Hope you've been well. Just checking in, I think we planned to file the case sometime soon, right?

Yes - I'm still not able to financially finish the process so I'm hoping to get the money from the EDD that they owe me from 2021 in order to be able to file. :/

2021\*

Sounds good



iMessage





- iMessage

Got it thank you



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# EXHIBIT 2

Dr. Stewart Lucas Murrey
1217 Wilshire Blvd. # 3655
Santa Monica, CA 90403
Tel.: (424) 278-3017
Email: 2@lucasmurrey.io
Website: lucasmurrey.com
SocialMedia: sickoscoop.com/lucas
Plaintiff & Plaintiff In Pro Per

Electronically FILED by Superior Court of California, County of Los Angeles 2/03/2025 12:00 AM David W. Slayton, Executive Officer/Clerk of Court, By Y. Tarasyuk, Deputy Clerk

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### SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

#### STANELY MOSK COURTHOUSE

DR. STEWART LUCAS MURREY, an individual; Plaintiff, Facebook, Inc. ("Facebook"), a publicly traded company; "Are We Dating The Same Guy" ("AWDTSG"), a Facebook group with hundreds ) of iterations world-wide; Paola Sanchez, an individual; Anonymous Creators, Administrators) and/or Moderators of AWDTSG; Anonymous Facebook account; The Daily Mail, a newspaper ) company based in the United Kingdom; Associated Newspaper LTD, a private limited company based in the United Kingdom; Peter Sheridan, an individual; Daniel Bates, an individual; Taryn Pedler, an individual; Arthur Parashar, an individual; Raven Saunt, an individual; Katherine Poer-Anthony, an individual; Anonymous organizer; Kelly Gibbons, an individual; Elly Shariat, an individual; Lena Vanderford, an individual; Amy) Blalock, an individual; Liv Burger, an individual;) Vanessa Valdes, an individual; Ainka Wiz, an individual; Kelyn Rodriguez, an individual; "Holden Guardian Co"; and DOES 1 through 50, inclusive; Defendants.

Case No. 25STCV02792

#### COMPLAINT FOR:

- 1) Strict Product Liability
- 2) Negligence
- 3) Violation of Bus. And Prof. § 17200
- 4) Violation of the California Consumer Legal Remedies Act, Cal. Civ. § 1750, et seq.
- 5) Defamation Libel
- 6) Defamation Libel per se
- 7) Defamation per quod
- 8) False Light
- 9) Intentional Infliction of Emotional Distress
- 10) Misappropriation of Name and Likeness
- 11) Civil Harassment
- 12) Unjust Enrichment
- 13) Sex-Based Discrimination In Violation Of The Unruh Civil Rights Act (California Civil Code § 51)
- 14) Gender Violence In Violation Of California Civil Code § 52.4
- 15) Cyberbullying
- 16) Conspiracy to Weaponize and Profit From Defective Products to Harm Plaintiff's Reputation, Right to Free Speech, Sexual Identity; and to Distress and Cyberbully Plaintiff
- 17) Declaratory Relief